

# **REPORT**

OF A

**COMMITTEE OF THE HOUSE OF REPRESENTATIVES,**

Appointed upon the application of

**James Clarke,**

Acting Commissioner on the Juniata division of the Pennsylvania Canal,  
to investigate his official conduct, in relation to certain  
charges set forth against him in a petition  
which had been presented.

TOGETHER WITH

**SOME OF THE DOCUMENTS**

*WHICH WERE GIVEN IN EVIDENCE.*

AND ALSO AN

**ABSTRACT FROM THE TESTIMONY**

TAKEN IN THE INVESTIGATION.

—•••••  
MARCH 25, 1830.  
—•••••

**HARRISBURG:**

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# REPORT, &c.

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## IN THE HOUSE OF REPRESENTATIVES,

February 3d, 1830.

On motion,

The memorial complaining of the conduct of James Clarke, acting commissioner upon the Juniata division of the Pennsylvania canal, was referred to

Messrs. MOORE, of Beaver,  
MIDDLESWARTH,  
PETRIKIN,  
PATTERSON, of Allegheny,  
RAMSEY,

With power to send for persons and papers.

Extract from the journal H. R.

F. R. SHUNK, Clerk.

Mr. MOORE, of Beaver, from the committee appointed to examine the charges made against James Clarke, acting commissioner on the Juniata division of the Pennsylvania Canal, made the following

### REPORT.

That after having taken the necessary preliminary steps to compel the attendance of witnesses on the part of the complainants, as also on the part of the respondent, they permitted each to appear before them by their counsel, and gave the complainants as also the respondent a patient hearing—every latitude was given the complainants, to adduce all the testimony in their power to establish their charges and specifications against the respondent, that a liberal construction of the rules of evidence would permit. That your committee waded through a great mass of testimony, and examined somewhere about eighty witnesses on either side, to present which to the House, in extenso, or even much condensed would constitute a report of great length, and be of no use to the public, the complainants, or the respondent. Your committee will only take up one or two of the prominent and leading complaints against the respondent, and relied on by the complainants with much zeal and talent, and dismiss the residue as unimportant and where established, falling within

the legitimate powers of the commissioner, and the terms of the contracts entered into with many of the complainants. Your committee will take what they consider the most prominent and imposing complaint against the respondent, to wit: the case of Moore and Winslow, contractors for the Juniata aqueduct at Duncan's island. On the 10th of June, one thousand eight hundred and twenty-eight, Moore and Winslow entered into a contract to construct the aqueduct with two locks, for the sum of forty-three thousand dollars, the work to be completed at or upon the first day of August, 1829; they failed in prosecuting the work in the way and manner pointed out in their contract, it is admitted that the timber and a portion of the stone, had to be brought down the river to Duncan's island, and that from the drought of the summer and autumn of 1828, it was rendered difficult, if not impracticable to bring down either timber or stone, yet there was a degree of remissness in Messrs. Moore and Winslow in not having the stone and timber all ready to float down, against a rise of water should come, to the place of destination, the consequence was the work languished, and it was in proof, and admitted, that their contractors for timber and stone, failed to be ready to deliver the same when the spring freshet of 1829 came, which put it out of the power of Messrs. Moore and Winslow to complete their contract against the first of August, 1829, when by its terms it was to be completed. Under this embarrassing situation, the board of canal commissioners on the 25th of July, 1829, passed a resolution directing Mr. Clarke to employ a superintendent, and press on the work with all possible speed, and have the aqueduct finished if possible, as soon as the line of canal would be ready for use and navigation, and this too in the absence of Mr. Clarke, and not at his instance, in pursuance of which resolution a superintendent was appointed and employed to carry on the work; on the 10th of August, 1829, the contract of Moore and Winslow was declared abandoned, by a letter to them from Alexander Twining, engineer on that division. Thus although Messrs. Moore and Winslow were unfortunate in their contract for the aqueduct, your committee cannot see that Mr. Clarke as commissioner, is to blame for their misfortunes, or has transcended his power as a commissioner; your committee at the same time take occasion to say, and say it with pleasure, that the characters of Messrs. Moore and Winslow, both as honest industrious men, as well as skillful mechanic's, stand fair and unimpeached, and your committee in common with their fellow citizens, feel for their misfortunes, but consider it would be unjust to visit them on the head of Mr. Clarke, for the reasons following: In the first place, they cannot blame Mr. Clarke for the failure of their stone and timber contractor in not being ready to embrace the spring flood to float their materials down, neither can they blame Mr. Clarke for the resolution of the canal board of commissioners dated the 25th of July, 1829, directing him to place a superintendent over this work, or for the abandonment of the contract declared on the 10th of August, 1829; your commit-

tee therefore cannot under all the circumstances connected with this contract, pronounce Mr. Clark censurable, or that he has violated his duty as canal commissioner to the public, for any thing done by him in and about the aqueduct at Duncan's island. Many complaints of a minor character were attempted to be proved and established against the respondent, which your committee will not attempt to enumerate, such as abandonments of contracts, for sub-letting the same without his consent, (a violation of one of the stipulations inserted in all contracts) or for not putting sufficient force on their sections when required, or neglecting to do the work in the way and manner prescribed in the contracts, and for refusing to enter into contracts with some who had put in proposals for different sections of canal, they not being the best bidders, although they might be the lowest, and for reasons which he as a commissioner was not bound to disclose, and of course the consequent re-letting of the sections of the rejected proposers which sometimes were re-let at a higher price than that put in for by the rejected proposers; all which when examined into by proof, and compared with the conditions of the respective contracts, and the exercise of a sound discretion in the commissioner, and the laws on the subject; your committee believe were clearly within his powers and jurisdiction over these particular subjects, and that such powers have to be used in the exercise of a sound discretion, and are necessary to be possessed by an acting canal commissioner for the safety and interest of the state.

Testimony from the part of the complainants as well as of the respondent clearly unite in establishing the fitness, vigilance and industry of Mr. Clarke as a canal commissioner, and that his time has been almost exclusively devoted to the public service and business. No testimony has been adduced on the part of the complainants, directly impeaching the honesty and integrity, of Mr. Clarke, except it be by remote inference or deduction, according as the respective witnesses interpreted his conduct from their own peculiar cases and feelings for abandoning and re-letting contracts. It will be recollected, that many of the witnesses were complaining contractors and persons connected with them; and in fact as it respects the inquiry, were witnesses in their own cases, it is only to be wondered at, that from such a mass of testimony, under the given circumstances, relating to almost all the contracts on the Juniata division of the Pennsylvania canal, amounting nearly if not altogether, to two hundred, that more was not proved. Your committee believe that much of the dissatisfaction against Mr. Clarke, has arisen from a mistaken opinion of the division of power, and the official duty between the acting canal commissioner and the engineer department, as well as the personal manner each contractor views his particular case, and from the unyielding disposition of Mr. Clarke, against sub-letting and negligent and inefficient contractors, and for his rigidly insisting upon the faithful fulfilment of all contracts.

It is admitted, that to a superficial observer or a person not hearing both sides, Mr. Clark's conduct in many instances, would ap-



pear rigid and severe, but when impartially examined and tried by the proper tests, vanish and disappear.

Your committee are not aware that any case has been established by proof, where power was usurped, or official acts done, that did not fall within his powers under the law and the provisions of the contracts between Mr. Clarke, on the part of the state, and the respective contractors. We are not to look for perfection of judgment or absence of error in man, and therefore it is not to be wondered at, that many contractors not seeing their own failings, combined with a degree of selfishness incident to all men, should complain against a man conducting such a great public concern as the Juniata division of the Pennsylvania canal is, by such a man as Mr. Clarke, or by any other competent commissioner. In conclusion, your committee are of opinion, that the complainants have failed in supporting their charges and specifications preferred against the respondent, which accompany this report.

Therefore,

*Resolved*, That the committee be discharged from the further consideration of the subject.



*Some of the Documents which were given in evidence.*

### CIRCULAR.

*To the Contractors on the Juniata Division of the Pennsylvania Canal.*

The following article is in all your contracts, viz: "*And they do further agree, that they will not relet or transfer said contract, or any part thereof, to any other person or persons whatever, without the consent of the Superintendent. And that they will personally superintend the work during its progress.*"

To those contractors who fulfil in good faith, the conditions of their engagements in general, and the above clause in particular, the acting commissioner will give a preference over other bidders, in the disposal of new contracts.

Those who sub-contract any part of their job, are excluded from new contracts; it being an evidence that they have already more work than they can personally superintend.

Contractors shall not hereafter relet any portion of their work in shares, or by the job, except for procuring materials, or employing mechanics in the line of their trade. And the actual attendance of the contractor on his job, will not be dispensed with, unless in cases of sickness.

On proof of neglect by the contractor, to attend to the work, under pretence of carrying it on by a boss, a clerk, or an agent, or on any transfer of it, the contract will be abandoned.

Estimates will only be paid to the contractor or partner, who actually superintends the work.

When there is good reason to believe that the job, or any part of it, is worked covertly by sub-contractors, the fulfilment of the articles of agreement to the letter, both as to *time* and *manner* of completing the work will be rigidly exacted.

A thorough examination will take place, before contracts be finally approved by the acting commissioner, especially the stone work, whether the stone be good, and have been well laid, and the walls be of proper thickness. When an insufficient wall is observed on any section, the whole contract will stand condemned until it be rebuilt.

No retained per centage can hereafter be paid, until the contractor has completed his contract.

The acting commissioner trusting to the author of the golden rule, and to enlightened public opinion for support, is determined by a firm and inflexible adherence to the above rules, to expel every speculator on the sweat of other mens' brows, from this line of the Pennsylvania canal. And to encourage those who act on the maxim, that "honesty is the best policy."

JAMES CLARKE,

*Acting Commissioner.*

*Juniata Canal Office, }  
Millerstown, July 1, 1828. }*

# CANAL OFFICE,

*Millerstown, July 15, 1828.*

*William H. Morell, Esq. Assistant Engineer.*

SIR—Sometime since Colonel Clinton wrote to me, that he thought we had better alter the width of the river locks to seventeen feet. Upon full reflection, I have concurred with him in opinion, and have this day requested Mr. Purcell to give the builders of the dam at North's island their directions accordingly. I now wish you also to cause Guy, Crisswell & Co. to make the necessary preparations to build the river lock at the head of the Long Narrows, seventeen feet wide, and ninety-one feet long in the clear. I don't know but I might have concurred in the Colonel's suggestion sooner. but for the intemperate zeal of some *hot heads* in Lewistown. There is perhaps no more trying situation than to comply with the requirements of men, who are so weak as to use language to intimidate a freeman. When you are only following the dictates of your own judgment, and sense of propriety, *they* imagine that they have frightened you into the measure. I think it impolitic and unjust to brave public opinion, unnecessarily; but to be dictated to, and ordered by every ignorant intermeddling is enough to set up a fellow's bristles. Conver-

nation with gentlemen up the river, on whom I had more reliance than on the Solomons, "in the centre of our local concerns," induced me to change the breadth of the locks for the river trade.

I have concluded to do with the sub-contractors on section 10, as I did with Mr. O'Friel on section 8. That is, give it to them at the original prices exactly, provided they bring me a relinquishment from Vanslyke & Pool, or a certificate of abandonment from you: but I will not permit them to continue as sub-contractors. And intend with the first contractors to do, as I will do with all sellers of contracts, "cut the thread at the eye." If they do so soon, the next estimate may be made out in their name; but if not, you need not trouble yourself with an estimate as I will withhold payment to Pool, for a violation of the contract. They shewed me their article of agreement with Vanslyke, dated in March last, while I was in the west. If, however, Mr. Pool wishes to keep section 10, and carry it on himself, I have no desire to take it from him, but would much rather not do so.

You have greatly misunderstood me, when you suppose I never intended to enforce the prohibitory clause; in the articles of agreement against sub-contracting. My rule is, and has always been, that a law should be observed while in force; that the breach of a law ought never to be connived at by an officer; when a law or rule is improper to be enforced, it should be repealed. When I inserted that clause in the articles of agreement on this line, I sincerely intended to carry the clause, the whole clause, and nothing but the clause, against sellers and buyers, into effect. The only relaxations of the rule, which I allowed, was the two that are mentioned in the printed circular accompanying this; and the occasional excavation of a few chains of a section, *under the eye and controul of the contractor, who was on the section, and doing the body of the work.* I cannot subscribe to your opinion, that sub-contracting increases the number of hands on the line. When the whole tribe of buyers and sellers shall leave us, we will then have plenty of solid substantial contractors, who will go to work on their jobs as a Pennsylvanian does on his farm, soberly, with his regular hands about him, honestly intending to finish his work faithfully, and within the term of his contract. Let that once be the character of the line, and the certainty of pay will bring us hands in abundance.

Those sub-contractors who have heretofore taken a few chains, agreeable to the above relaxation of the rule, may proceed to finish them, provided the contractor himself is on the section. But from henceforward I will not allow even that kind of sub-contracting, and I will expect the engineers to second my views hereafter, as I know I am fortified by the opinions of the canal board, by that of the last legislature, and I think by public opinion; at any rate I am willing to rise or fall by the position I have taken.

Respectfully yours,

JAMES CLARKE



## NOTICE.

*To bidders for work on the Juniata division of the Pennsylvania Canal.*

Propositions made by companies, where the partners of the firm are not named, will be rejected.

Propositions which have not a specified price to each item of work required, will be rejected.

Propositions offering to leave any item of work to the estimate of the engineer, will be rejected.

Propositions with conditions annexed to them, will be rejected.

No partners will be admitted into the contract, other than those named in the proposition.

No change of partners, or transfer of jobs will be permitted after contract, without the consent of the acting commissioner.

Reletting and sub-contracting of jobs are absolutely prohibited.

Contracts must be entered into by those to whom work is assigned, previous to a commencement of the section.

Contractors on the old line of the Juniata canal, must finish the work they now have on hand, before a contract will be entered into with them for the new jobs which may be assigned to them.

New contractors will be required to commence their jobs by the middle of November next.

Contractors who quit their jobs or shall have them abandoned hereafter on either the old or new lines, will be excluded from new contracts on this division of the canal.

An estimate will be given on the fifteenth of next January, and afterwards estimates will be given on the middle of each succeeding month, at one or two convenient points on the line.

The member of every firm, who personally attends to the progress of the work, will be considered the proper partner to receive the amount of estimates.

Bidders are desired to enlose their testimonials or recommendations, in the inside of their propositions.

JAMES CLARKE, *Acting Commissioner.*

Juniata Canal Office, }  
 Lewistown, Oct. 13, 1828. }

A comparative view of the number of miles of canal under contract, on the following divisions of the Pennsylvania canal, the daily expense per mile, and the total expense per day, on each division, for superintendence and engineering.

Division.	Acting commissioner and superintendents.	Number of miles.	Daily expense per mile.	Total daily expense on the division.
Juniata,	James Clarke,	90	0 72 $\frac{3}{4}$	865 50
Susquehanna,	Charles Mowry,	41	0 83	34 00
Delaware,	Thomas G. Kennedy,	60	0 85	51 00
French creek feeder,	John Mitchell,	20	0 87 $\frac{1}{2}$	17 50
West Branch,	Andw. M'Reynolds,	25	0 94	23 50
North Branch,	Thomas Woodside,	45	1 01	45 50
Ligonier line,	Abner Lacock,	26	1 07 $\frac{1}{2}$	28 00*

The above was deduced from official returns made to the old board of canal commissioners, June 1, 1829.

\*The eastern division from Middletown to Clark's ferry, under Mr. Wilson; and the western division from Blairsville to Pittsburg, under General Lacock, would not admit of a comparison, inasmuch as they were nearly finished on the first of June, 1829, and consequently they were partly divested of engineers.

### CANAL OFFICE,

*Lewistown, October 14th, 1829.*

Gen. *William B. Mitchell,*

DEAR SIR—Enclosed you will receive a certified copy of the resolution of the board of canal commissioners, by which you were unanimously appointed a supervisor on the Juniata division of the Pennsylvania canal.

Your pay will be two dollars and fifty cents a day, for every day you shall be necessarily employed.

As it is of the utmost importance, that the canal from Lewistown downwards, be filled immediately, it is expected you will enter upon the duties of your office forthwith, and exert yourself to the utmost, to get the water into the whole line. And also, that you will infuse into all officers, agents, mechanic's and labourer's, under your control, the most rigid attention to avoid breaches in the canal, and promptitude in repairing breaches, when they occur; and that faithfulness and industry shall be indispensable requisites, in every person employed on the line.

To ensure the most rigid regard for the welfare of the public works intrusted to your care, it is expected that you will immediately dismiss from the service of the state, any person subject to your appointment, who shall disobey orders or show the least neg-

lect, inattention, indolence or unfaithfulness ; and that you will report to me, or to the board of canal commissioners, all other officers and agents, who are not subject to your jurisdiction, but who are found unfaithful or incompetent, to the full and entire discharge of their duties ; in a word, permit no man, with your knowledge, to defraud the commonwealth, by “eating the bread of idleness” on the Juniata division of the Pennsylvania canal.

Accompanying this, I send you a list of the persons now employed on the canal below Lewistown, and their particular duties ; and also a memoranda of things that will require your attention.

With sentiments of esteem, I am,

Dear Sir, Your obedient servant,

JAMES CLARKE, *Acting Commissioner.*

### CANAL OFFICE,

*Lewistown, 26th October, 1829.*

To *Stephen Geirhard,*

SIR—An attempt is about to be made to fill this division of the canal with water, for which purpose you are required to take charge of it from lock No. 6, to lock No. 8.

You will employ and station *thirty-two* faithful men with suitable tools, as follows:—*One* man on each of the *eighteen* sections ; *one* at each of locks 6 and 7 ; and 12 other men to be divided into two gangs of six in each, to relieve or spell each other every twelve hours, viz:—*one* additional man on section 41 ; *one* man to each of the culverts on sections 41, 44 and 47 ; and *two* men to Delaware run aqueduct. These men must use the utmost diligence to prevent breaches, and immediately assist each other when necessary. And as a security against such breaches you will provide plenty of straw, and have it deposited near places of danger. You must keep a vigilant watch over these men yourself, as no excuse will be received for a failure in this first attempt to fill the canal throughout.

You will permit the water to pass freely through locks 6 and 7, until it rises to 27 inches deep on the lower mitre sills of each lock. At which height it must be maintained, and by no means permit it to rise higher, or fall lower until otherwise ordered.

JAMES CLARKE, *Acting Commissioner.*

*An abstract from the testimony taken before the Committee of Investigation into the official conduct of James Clarke, Acting Commissioner on the Juniata Division of the Pennsylvania Canal, March 3, 1830.*

*Hon. David Scott, Canal Commissioner.*—“Mr. Clarke came into the board, in 1827 ; and so far as I know and believe, he has been a very efficient member of the board. Indeed it was supposed by the board that he brought into it a good deal of information. He had turned his attention to it, and we were not disap-

pointed. He was appointed on the Juniata as acting commissioner ; I was on it, and in his office ; I was very much pleased with the arrangement, I examined the books, and thought there was a great deal of method. He and I have often disagreed as members ; I always accorded to him purity of motive, and I presume he would accord to me the same."

*Nathaniel B. Eldred, Canal Commissioner.*—"Mr. Clarke was a very efficient man in the board, and understands the details as well as any other one. He is indefatigable and honest. His long experience made me glad often to appeal to him. He was very attentive."

*Gen. John Mitchell, Canal Commissioner.*—"We have always considered Mr. Clarke in the board, one of the most efficient men ; his practical knowledge, industry and capacity, have made him one of the most useful men."

*James M'Clelland, Inn-keeper.*—"I keep a public house in Millerstown, Mr. Clarke stops at my house ; I always considered him a very industrious man, devotes himself to business entirely, known him to sit up till a very late hour at business. I never discovered any thing like dishonesty or favouritism."

*Christopher Mark, Inn-keeper.*—"I live in Lewistown, and keep tavern ; Mr. Clarke has boarded with me the greatest part of the time, except 6 or 8 months ; I have always remarked him to be very industrious and attentive, remarkably so. From he went to the office, was there the whole day, and staid frequently till 10 and 11 o'clock at night, engaged. I had business ; always a pleasant man in business with me ; I never was detained. Part of the time he was sick. He frequently went out very soon after being sick. Sometimes went to the office, when I thought him not able. In continuance, he was remarkably industrious, continually in the office when he was in town. I never knew a more industrious man."

*Doctor Joseph B. Ard.*—"I was called upon to visit James Clarke, Esq. in the month of May, 1829. Billious fever. Again I was called on to see him, in a very severe attack of the same disease in June. He was very ill the last time. After both attacks, he returned to the performance of the duties of his office, sooner than I thought prudence would justify. I have had a good opportunity of observing Mr. Clarke's conduct, and in my opinion, he has been remarkably industrious in the performance of his official duties."

*Doctor James L. M'Cully.*—"I attended on James Clarke, Esq. in the month of July as a physician. His case was a severe attack of billious fever, which I thought would terminate in typhus. I thought that he started for the canal sooner than his health would permit."



*Elias W. Hale*, Esq. Attorney at Law.—“Deponent has been acquainted with James Clarke, Esq. from the time Mr. Clarke became acting commissioner on the Juniata canal. He has had opportunities of being intimately acquainted with him; he knows him to be a man of great and uncommon industry; of business habits and pleasing and conciliatory manners; uncommonly obliging and attentive in his office; and as deponent believes, of strict and unbending integrity. Deponent has had frequent occasion to call at Mr. Clarke’s office, at request of deponents friends and clients, and has uniformly found Mr. Clarke as above stated.”

*John K. Finlady*, Engineer.—“I joined the corps, July, 1827, as an assistant engineer. I thought Mr. Clarke remarkably industrious. I had a high opinion of his capacity.”

*Edward Watts*, Engineer.—“I was attached to the engineer corps on the Juniata division of the Pennsylvania canal, on the 25th of July 1827, as a rod-man; and subsequently, to wit, on the 1st of December 1827, was appointed a draftsman and assistant engineer, in which capacity he remained until the 10th January, 1829. Since ever I have been employed as an engineer, I have never met with any man who devoted so much attention, perseverance and industry to the business of canalling as James Clarke, Esq. did, while I was upon the Juniata division. His whole time was employed in his business, he attended to nothing else, but the necessities of life. He always seemed to be zealous and eager to promote the interest of the commonwealth in this work. During all my intercourse with Mr. Clarke, I never did discover that he exercised any degree of unjust favouritism to one contractor or another. Nor did I ever discover in him, either in private or public business, any thing which I believed or suspected of being dishonest. So far as I am able to judge from my knowledge of Mr. Clarke, I am satisfied that he is an efficient, able and valuable man as a canal commissioner. I have been an engineer since July, 1827, up to this date.

*William H. Morell*, Engineer.—“I was an assistant engineer on the lower division of the Juniata canal. I am not *very* unfriendly to Mr. Clarke. I did not know of any distinction made by Mr. Clarke, of New York contractors from others. I never saw a more energetic and industrious man than Mr. Clarke, in his vocation.”

*Thomas F. Purcell*, Engineer.—“During 12 months close connexion and intimate acquaintance with Mr. Clarke, I can unequivocally declare, that in every transaction which came to my knowledge, and I believe in every other one, Mr. Clarke was influenced only by a sense of justice, rigidly, but impartially administered. I do conceive Mr. Clarke to be a good man, and a valuable officer, who has acted disinterestedly in the discharge of his duty.”



*James Taggart*, Clerk.—“I have been Clerk since June or July, 1827, and have been constantly in the office almost ever since. I never discovered any thing like unjust favouritism, nor like dishonesty in Mr. Clarke ; but always believed the reverse.”

*Patrick Moor*, contractor.—“I think Mr. Clarke as efficient an officer as ever I met in my business.—We have done work on the Juniata for a very small profit.”

*Major David Cummings*, contractor.—“Mr. Clarke, as commissioner, has been as attentive and industrious as any man I ever saw—you can get justice from him, but he will not do injustice to the commonwealth.”

*Jonathan Leslie*, contractor.—“I have been engaged on public works since I was fourteen years old—have been six years a contractor in this country. Mr. Clarke is an industrious man, and always ready for his business—I have been in his office till 10 and 11 o'clock at night—I don't know of any thing like unjust favouritism in any case from Mr. Clarke—none towards me at any time.”

*James Crisswell*, contractor.—“I have known Mr. Clarke, since August, 1827: So far as I am a judge, his character is extraordinary for industry, energy, and for a good sound judgment—I never knew an act that I suspected to be dishonest—he never shewed me favouritism—I once asked him for section 119, near my house, within half a mile—I stated the facts, I had a saw mill and horses—there was an aqueduct on the section—I did not get it.”

*Gen. Robert M'Coy*, contractor.—“I have been a contractor from the first till now—I think Mr. Clarke is a man of extraordinary energy—I never saw a man devote so exclusively all his time to the work in which he is engaged.—He is well qualified to discharge the duties—I never saw any thing like partiality on his part—never saw any thing that I suspected, in the slightest degree, to be dishonest—I thought he leaned rather more to the commonwealth than he ought—never heard of his granting a favour—I am not a favourite contractor.”

*Gen. William B. Mitchell* supervisor.—“I have known Mr. Clarke since June, 1827—seen him a great deal since—I never knew a man possessing more energy and industry, remarkable—His capacity as good as any man I ever knew—his practical knowledge superior—have had business with him—great intercourse with him—I believe him to be as honest a man as lives—I never saw the least symptom of dishonesty—I never discovered any thing like unjust favouritism—I have always considered him economical—he seems to possess a great desire to economise—contractors consider him a hard man to deal with—he will make the best bargain he can.



